

AGREEMENT AND
RELEASE OF LIABILITY

This Agreement is made and entered into this _____ day of _____, 2004, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and HOME FOR LIFE, a non-profit corporation, located at 375 Highway 65, Star Prairie, Wisconsin, 54001, hereinafter referred to as the "Corporation."

WHEREAS, on February 26, 2004, the Leon County Animal Classification Committee classified the dog known as "Sailor" as a "dangerous" dog and ordered the disposition of "permanent confinement"; and

WHEREAS, the dog's owner, Murray Sharkey, contested the "dangerous" classification in County Court, and the said classification remains unchanged after the County Court dismissed the action on April 27, 2004; and

WHEREAS, Murray Sharkey has failed to comply with the requirements of the *Leon County Code of Laws* for permanent confinement, and further has abandoned the dog known as "Sailor"; and

WHEREAS, once a dog has been declared "dangerous" by the Leon County Animal Classification Committee, said dog is unadoptable pursuant to Section 4-91 of the *Leon County Code of Laws* and will be euthanized if not claimed by the owner who is required to comply with the County's requirements for permanent confinement; and

WHEREAS, the Corporation, which is a non-profit corporation, located in Stillwater, Minnesota, operates a sanctuary for animals who are unadoptable and has volunteered to care for "Sailor" during the entirety of his life;

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NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

1. The Corporation shall permanently confine Sailor in a secure enclosure as set forth in Section 4-100 of the *Leon County Code of Laws*.
2. Prior to taking physical possession of Sailor, the Corporation agrees to the following:
 - a. to obtain a permit from the Leon County Division of Animal Control to harbor Sailor.
 - b. to affix upon Sailor the tag which will accompany the permit, this tag shall be worn by Sailor at all times.
 - c. to apply the terms of Section 4-99 of the *Leon County Code of Laws* to Sailor, which requires the tattooing of the permit number upon the inner rear thigh of Sailor.
 - d. to have Sailor neutered by a licensed veterinarian
3. The Corporation agrees that anytime Sailor is outside of the secure enclosure he must be leashed and muzzled, and the muzzle shall be properly fitted so to prevent Sailor from biting humans or other animals.
4. The Corporation agrees to provide permanent medical care, food, shelter and overall companionship to Sailor for the entirety of his life.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this 28th day of May, 2004.

LEON COUNTY, FLORIDA

By: _____
Jane G. Sauls, Chairman
Board of County Commissioners

HOME FOR LIFE, INC.

By: [Signature]
Lisa Laverdiere, Esq.
Chief Executive Officer

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

By: _____

ATTESTED BY:

By: _____
Secretary of the Corporation

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

GENERAL RELEASE OF LIABILITY

HOME FOR LIFE, INC., as the "Corporation," acknowledges that it has voluntarily applied to take full and permanent possession of Sailor, a dangerous dog. The Corporation is aware that Sailor was declared "dangerous" because he severely injured a small child without provocation. The Corporation, therefore, voluntarily takes possession of Sailor with the knowledge of the potential danger involved and the Corporation assumes any and all risks of injury, death, or property damage.

The Corporation, for and in consideration of the privilege and benefits to be derived from the right to take full and permanent possession of Sailor, does hereby release and forever discharge, absolve, and hold harmless Leon County, Florida, its officers, agents and employees from any and all liability, claim, or action that the Corporation or its officers, agents, employees, successors, heirs, assigns, administrators, or executors, may ever have resulting directly or indirectly or remotely from any injury, death or property damage occurring as a result of the Corporation taking possession of Sailor, a dangerous dog.

The Corporation further agrees to indemnify and hold harmless Leon County, Florida, its officers, agents, and employees, from and against any and all claims, liabilities, damages, or suits of any nature whatsoever arising out of, because of, or due to the Corporation taking possession of Sailor, a dangerous dog, including but not limited to costs and a reasonable attorney's fee. In suits, claims or causes of action brought against Leon County, Florida, the County may, at its sole option, defend itself or allow another to provide the defense, and the Corporation agrees to reimburse Leon County for any expenses related thereto.

The Corporation further states and affirms that it has personally read and understands this document, and that the Corporation has not relied upon any statements, promises, or advice of

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any employees or agents of Leon County, and that the Corporation understands that it has the right to have an attorney review same and does hereby voluntarily affix its signature hereto this

28TH day of MAY, 2004.

HOME FOR LIFE, INC.

By: [Signature]

Lisa Laverdiere, Esq.
Chief Executive Officer

ATTESTED BY:

Secretary of the Corporation

STATE OF WI

COUNTY OF ST CROIX

The foregoing instrument was acknowledged before me this 28TH day of MAY

_____, 2004, by Lisa Laverdiere, Esq., Chief Executive Officer, and

_____, as Secretary of the Corporation, a _____ (enter

State) corporation, on behalf of the corporation.

Personally known to me _____

OR Produced Identification ☒

Type of Identification Produced MINNESOTA DRIVER'S LICENSE

[Signature]
Notary Public -- Signature

GARY D. BRECHT
Print, Type or Stamp Name of Notary
NOTARY PUBLIC, STATE OF WISCONSIN

My Commission Expires: 6/09/06